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GENERAL HEADINGS.

Cases Reported this Week.

Current Topics.

The United States and the War.

THERE IS much in the spirit of the times which requires the steadying influence of the judicial temperament, and we do not doubt that the profession views with satisfaction the assignment of judges to various important spheres of work outside their ordinary functions—Mr. Justice SANKEY to the Committee on Internment, and Mr. Justice MCCARDIE to the inquiry into the embargo on skilled labour in munition works; and now we see that Lord SUMNER is to be one of the three members of the Court of Inquiry into the *Cellulose case*. In another category is Lord READING'S employment as "High Commissioner in the United States," and the statement which he has made as to his work there—work, it seems, which will be resumed after a brief stay here—is full of interest. In the supply of food, of shipping, and of men he has much to say of the ready response that was made to his requests; and in particular as to men:—

> "When, in the grave anxieties of the end of March, at the request of the Prime Minister and Cabinet, I asked the President to order without delay the acceleration of the dispatch of American troops and to allow them to be trained and used with the French and British troops, his answer was an immediate and whole-hearted assent, his only limitation as to the numbers of men being the shipping capacity to carry them. It was an historic moment, which may in the future be regarded as the turning point of the war."

In view of all that America stands for—its material supplies and the controlling ideals put forward so clearly from time to time by President WILSON—may we not say:—

> "In front the sun climbs slow, how slowly,
> But Westward, look, the land is bright!"

The Recognition of the Czecho-Slovak Armies.

THE NEW Declaration which has been issued by the British Government with regard to the Czecho-Slovak peoples marks a further step in the emergence of the New Europe which, if things go well, will be the result of the war. We have from time to time in our current notes on the Allied War Aims recorded the aims of the Allies in regard to the liberation of the Czecho-Slovaks. They were first stated in the Allies' Reply to Mr. WILSON of 10th January, 1917. This was repeated in the Versailles Declaration of 3rd June last (*ante*, p. 598), when reference was made to the Poles and Jugo-Slav peoples as well, and the Allied Governments declared their "earnest sympathy for the nationalistic aspirations towards freedom of the Czecho-Slovak and Jugo-Slav peoples." The present

Declaration is based on the fact that organized bodies of Czecho-Slovaks—*i.e.*, of Bohemians and the Slovaks of North Hungary—are fighting in France, Italy and Russia, and it is these forces which Great Britain recognizes in the Declaration, the text of which is as follows:—

> "Since the beginning of the war the Czecho-Slovak nation has resisted the common enemy by every means in its power. The Czecho-Slovaks have constituted a considerable Army, fighting on three different battlefields, and attempting, in Russia and Serbia, to arrest the Germanic invasion.
>
> "In consideration of its efforts to achieve independence, Great Britain regards the Czecho-Slovaks as an Allied nation, and recognizes the unity of the three Czecho-Slovak Armies as an Allied and belligerent Army waging regular warfare against Austria-Hungary and Germany.
>
> "Great Britain also recognizes the right of the Czecho-Slovak National Council, as the supreme organ of the Czecho-Slovak national interests, and as the present trustee of the future Czecho-Slovak Government, to exercise supreme authority over this Allied and belligerent Army."

This is more comprehensive than the special military conventions which have been concluded by France and Italy with separate sections of the Czecho-Slovak Army. The struggle of these people for freedom is one of the outstanding facts of the war, but its permanent attainment will depend on the capacity for self-government as well as upon success in the stricken field.

The Courts (Emergency Powers) Acts and Costs.

THE DRAFTSMAN of the Courts (Emergency Powers) Act, 1914, omitted to state expressly to what sums of money section 1 (1) (a), which forbids the enforcement of judgment without leave, applies; but its meaning is being gradually fixed. It is matter of reasonable inference that it applies to all sums due under contracts made before 4th August, 1914—that is pre-war contracts—but not to sums due under post-war contracts, except to tenancies under £50. But to what other sums it applies has been doubtful. As regards damages in action of tort the doubt was removed by the Courts (Emergency Powers) Act, 1917, which enacted, by section 6, that paragraph (a) should not apply to judgments for money recovered in such an action, or to costs of the action. So that actions of tort, both as regards money recovered and costs, are outside the Acts. But as regards costs in actions of contract there has been a good deal of doubt. Where a sum of money is recovered with costs, then, if leave is required to enforce payment of the money recovered, it is also required for the enforcement of the costs. But it was held by EVE, J., in *Torres* v. *Torres* (W.N. 1917, p. 263), and by a Divisional Court in *Eteen* v. *Pollard* (*ante*, p. 231), that an order for payment of costs only was outside paragraph (a), and no leave was required to enforce it. In *Dobb* v. *H. Dobb* (*ante*, p. 422), however, the Court of Appeal held the contrary, and decided that leave was necessary to enforce an order for payment of costs only, in an action brought on a pre-war contract. The Act of 1914, however, reserves power for the operation of the Act to be determined by Order in Council, and we print elsewhere an Order by which *Dobb* v. *H. Dobb* is overruled, and orders for the payment of costs only can be enforced without leave.

Patents and Trade Marks Report for 1917.

THE Annual Report for the year 1917 of the Comptroller-General, which bears date 31st May, 1918, has recently been published. It appears that the Patent Office continues to be an increasingly paying concern. The surplus of receipts over expenditure in 1917 was £124,427, as compared with £107,492 in 1916. As to the business of the office, there was an increase of 683 in the applications for patents, which numbered 19,285, 253 of such applications being made by women inventors. There were 5,502 applications for the registration of trade marks, a decrease of 335; and 13,208 applications for the registration of designs, a decrease of 2,191. There were fifteen applications for the restoration of patents which had lapsed for non-payment of fees. One of them was withdrawn: in ten cases the application succeeded, and the other four were pending at the date of the Report. The feature of the Report which is probably of the greatest public interest, is that which relates to applications for patents made by or on behalf of enemy subjects. Orders have been made under section 6 of the Trading with the Enemy Amendment Act, 1916, for vesting in the Custodian the benefit of over 2,000 of such applications, and upon them patents have been sealed to the Custodian. During 1917 applications to the number of ninety-one for the grant of licences under such patents were received; six of these applications were abandoned, but in the remaining cases licences have been, or will be, granted. What are the terms of such licences is not stated; but it would be well, we think, if the public were informed on what terms and under what conditions they may expect to obtain licences.

"The End of the War."

IT SEEMS a rather singular case of overlapping to find a Select Committee of the House of Commons issuing a Report on the meaning of the phrase "end of the war," and similar phrases used in Emergency Statutes, just after the Report of Mr. Justice ATKINS' Committee on the same subject on which we commented recently. The Report of the Select Committee is, however, quite short, and in effect does no more than adopt Mr. Justice ATKINS' Report. It was, in fact, appointed after the issue of that Report, (1) to take it into consideration, and (2) "to report what provision should be made by Parliament for defining the meaning of the phrase 'end of the war' and other similar phrases occurring in the War Emergency Statutes, and for extending in whole or in part, or shortening, the period of operation of the several Emergency Statutes and the several regulations made thereunder." On the first point the Select Committee agree with the view of Mr. Justice ATKINS' Committee "that the date of the end of the war in relation to the powers conferred by emergency legislation should be held to be the date when the treaty of peace is finally binding on the respective belligerent parties—that is, the date when ratifications of the treaty are exchanged or deposited." The date of ratification is a matter usually arranged by the treaty itself. It may be a fixed date or subject to a fixed limit, and similarly for the exchange of ratifications. In the Treaty of Portsmouth of 1905, between Russia and Japan, the Treaty was signed on 5th September; it was to be ratified within fifty days, and the formal exchange of ratifications was to take place as soon as possible. In fact, it took place on 25th September. The Select Committee recommend that statutory effect should be given to the above rule of interpretation, so as to apply it to all the terms in the Emergency Statutes importing the end of the war. A further Report or Reports will deal with the periods of these statutes. There may, indeed, be a cessation of the war as between particular belligerent Powers without a general treaty of peace. But this, the Committee point out, might have little or no effect on the statutes in question. These will have to run while any state of war exists at all.

Mouse Sauté.

WE HAVE heard of persons who are so susceptible to occult influences that they can tell instinctively if a cat is in the room; though we regard it as more credible that the cat tells instinctively if a dog is there. And we understand that there are persons—chiefly, we believe, of the superior sex—who are painfully affected at the sight of a mouse. But what (*horresco referens*) if the mouse appears, neatly bisected, as an ingredient in an *entrée* placed before a guest at a hotel? In the New York case last month of *Dudley Barrington* v. *Hotel Astor*, a report of which Dr. HUBERICH has been good enough to send us, the guest had ordered kidney sauté, and in his first helping took half the mouse, and unwittingly ate part thereof. At the instant of a second helping he saw the other half in what the Food Controller calls "the container," and at once realized the full extent of his misfortune. "He became violently sick, and remained so for some weeks, and suffered illness and other discomforts as the result thereof, including a pronounced loss of appetite." In fact, he appears to have taken to his bed and stayed there for eight days. In the action which he brought the defendants said he had imported the mouse him-

self; but this he denied, and it was very relevant to ascertain whether the mouse was cooked or not. But circumstances precluded mature investigation. A hasty opinion was formed, indeed, by one of the hotel people that it was "not very cooked"; but, as the Court observed, he was probably not familiar with cooked mouse flesh; and before the matter proceeded further the rest of the sauté was consumed by a waiter—also, no doubt, unwitting and confiding. Waiters, it seems, have this little habit, even out of "David Copperfield." But even in the absence of skilled evidence as to the state of the mouse the jury rejected the defendants' contention. They held that they were responsible for the presence of the mouse, and gave the plaintiff 1,000 dols. damages. The trial court, however, without setting aside the verdict, gave judgment for the defendants, on the ground, apparently, that there was no cause of action, and the case went to the New York Court of Appeal.

Warranty of Food by Restaurant Keepers.

HERE A court of five judges reversed the decision below and ordered a new trial on the ground that "a guest at a hotel who orders a portion of kidney sauté has the right to expect, and the hotel-keeper impliedly warrants, that such dish will contain no ingredients beyond those ordinarily placed therein. The hotel-keeper also impliedly warrants that the dish is wholesome and fit for human consumption, and contains nothing rendering it unsuitable for use as human food." This is in accordance with the old common law doctrine as to the sale of food by an innkeeper. Thus in Year Book, 9 Hen. 6, p. 53, it is said:—

> "If I come to a tavern to eat, and the taverner gives and sells me meat and drink corrupted, whereby I am made very sick, action lies against him without any express warranty, for there is a warranty in law."

The passage was quoted in *Wallis* v. *Russell* (1902, 2 I. R. 585, 611), where the plaintiff's granddaughter had asked a fishmonger for "nice fresh crabs," and got two crabs which failed to answer the description. But as regards food in general the common law doctrine has been replaced by the Sale of Goods Act, 1893, s. 14, and special statutes relating to food; see, for example, *Wren* v. *Holt* (1903, 1 K. B. 510), the arsenic in beer case. Moreover, the liability of an innkeeper to a guest is not necessarily the same as that of a restaurant keeper to the casual purchaser of a meal. But whether under our statutes, or under the principle applied by the New York Court of Appeal in the present case, it seems correct to say that, as regards food prepared at a hotel or restaurant, the proprietor warrants its fitness for consumption as food. As the New York Court said:—

> "In a reputable hotel the guest has a right to assume that the food which is placed before him is fit for him to eat. That is why he pays the charges which are prevalent in restaurants of any standing."

But the Court distinguished the case where the food is obviously prepared elsewhere, such as canned goods or goods known by a trade name.

Canvassing for the Defence of Persons Accused of Criminal Offences.

IT CANNOT, unfortunately, be doubted that in the criminal courts of some English speaking territories there are a number of disreputable practitioners who endeavour, by fraudulent and unscrupulous statements, to secure the defence of persons who have been arrested for criminal offences, and who, if they succeed in their object, are tolerably certain to deprive their victims of their last shilling. The Legislature in this country does not appear to have found it necessary to make special provision for the prevention of such practices, but they have attracted the attention of the law-makers in the United States. We read in a report of the committee appointed by the Massachusetts Bureau of Immigration that a number of "runners," working in conjunction with disreputable lawyers, frequent the corridors of the Municipal Court and habitually act in violation of the provisions of "The Runners Act, 1917," prohibiting such persons from soliciting the defence of persons accused of crimes. The result of an investigation of more than eighty cases by the Bureau shews that a number of these "runners" or touts practically live in the corridors of the Municipal Court, where they carry on their business in co-operation with lawyers of ill-repute. The runners lie in wait for foreigners, who are often ignorant of the English language, and are easily deceived as to their liability for minor statutory offences with which they are charged, and who are induced to engage attorneys whom they do not know, and pay large fees when no attorney is necessary. Runners also induce people to apply for warrants for the arrest of other persons, and then furnish both parties with attorneys, turning the evidence over from plaintiff to defendant and *vice versa*. They also charge fees for taking bail from prisoners who have been admitted to bail by the clerk of the court and when no fee is required. One runner in particular, who had obtained the monopoly of the soliciting business in a police-station, was said to have been in receipt of fifty thousand dollars a year. We are glad to be assured that the evil had been regularly brought to the notice of the courts, and that there was every prospect that the offenders would receive condign punishment.

The Long Vacation.

UNDER THE title of "The Long Vacation" the *Saturday Review* last week discussed many "changes"—preferring to use a neutral word rather than the controversial word "reforms"—in the legal profession. In addition to the title subject, the writer touches on "fusion," the admission of women, a Ministry of Justice, the circuits of the judges, and provincial divorce courts. His conclusions are somewhat diverse. Even innovations which would reshape the present legal system beyond recognition would not, he says, result in any general loss of prestige to the profession. It is too firmly fixed in the State to suffer from mere change, and the writer attaches much weight to its political connections. Then again, "fees will always be large for the few prominent advocates who are worth much to rich clients." That is so, and we note with interest that these fees—is it a case of political connection?—do not appear in the Luxury Tax proposals. But these super-advocates are only a small fraction of the working Bar. On the other hand, the writer says that our new economic conditions must be taken into account. Lean years are coming. "The palmy days of the middle classes, including the lawyers, are over, and there is no help for it." As to that it is not safe to prophesy. There will be a crushing burden of national debt; but there will be an offset in the manifold work of restoring a shattered world. Meanwhile, to go back to the original subject, a further change in the Long Vacation has been a great while overdue. As the Saturday Reviewer points out, the Commission on Delay in the King's Bench Division, which reported at the beginning of 1914, recommended its shortening to two months, and this would still leave the Judges and the Bar quite unique among the professions in their system of holiday-making. Suppose all the bankers went out of town and declared a moratorium for bills except a few which were unduly pressing? And yet legal business is a serious matter, like banking, or medicine, and not a mere question of "this year, next year, some time, never." And this mild suggestion of knocking off another fortnight by no means gave effect to the evidence of some of the witnesses. Lord HALDANE, for instance, saw no difficulty in legal work going on, leaving individual judges and lawyers to make their own arrangements as to holidays, as, indeed, solicitors do now except in litigious work, which after all is with most of them only a small part of their whole practice. At the same time the principle of a "close time" is by no means confined to this country, and the main objection is not to the Long Vacation as such, but to its inordinate length. The Law Society, of course, has frequently passed resolutions urging its curtailment.

In the list in the *Gazette* of the 9th inst. of persons about to be registered under the Land Transfer Acts as proprietors of properties occurs the name of "The King's Most Excellent Majesty," in respect of freehold land known as Great Park Conigre, Day House Grove, and Bigsnap Woods, Llandogo, Monmouthshire.

Some Recent Decisions on Workmen's Compensation.

CURRENT conditions, which are adverse to litigation generally, do not seem to have checked the output of decisions on workmen's compensation, and to some of these attention may usefully be called.

The first of these cases—*Knyvett* v. *Wilkinson Brothers (Limited)* (1918, L. J. C. C. Reporter, 44; L. T. Newsp., 4th May, p. 6; *ante*, p. 601) is concerned with that purely wartime question, grafted, however, on a familiar problem of workmen's compensation law, how far a man, killed during his employment by an enemy bomb, can be said to have died as the result of an accident arising *out of*, as well as *in the course of*, his employment, so as to confer on him the statutory right to compensation. The general rule on the point is now a commonplace. When a man is killed in the course of his employment, then, if the accident was due to a normal risk of that employment, it arises out of the employment. But if it was due to external circumstances in no way connected with the employment, or to a novel risk added to the employment by the worker's own ingenuity, or to an unauthorized act on his part, which constitutes so grave a breach of his contractual duties as to amount to an implied repudiation of the contract—in all these cases it does not arise out of the employment and compensation is not recoverable. The trouble, of course, is not in laying down the rule, but in deciding the precise boundary line between risks incidental to the employment and those not specially connected with it. Bicycle and orange-peel accidents have given rise to a host of familiar cases. The one on which we are commenting, however, arose out of more special circumstances. A commercial traveller was touring London on his normally professional round. An enemy aeroplane dropped a bomb, which killed him. If this risk were a special "street" risk, then it would be a special risk attaching to a traveller's career, and the accident would be held to arise out of the employment. But the Court of Appeal took the view that enemy bombs are a danger not specially incident to "streets"; they fall anywhere. So the risk was not a "street risk," but one of the common dangers of life, and the man's widow could not recover under the Act.

Our second case: *Philbin* v. *Hayes* (*ante*, p. 519), is concerned with the other condition precedent to liability, namely, that the accident must arise "in the course of" the employment. This is not so common a class of case, and when such a case comes up for decision it usually turns on an accident occurring during meal-times or after work, while the employee is still on the employer's premises or on his way home, or, in merchant shipping cases, on a dock gangway. *Philbin* v. *Hayes* presents, however, an interesting variation on these circumstances. Here a navvy engaged by a contractor was sleeping in a hut on his employer's work when a hurricane blew down the hut and caused him serious injuries. Now, had he gone home to a cottage of his own, and there met with this accident, it would not be arguable that it arose "in the course of" his employment. Had it occurred to a sailor sleeping in the forecastle of a vessel, on the other hand, it is equally well settled that the accident would arise "in the course of the employment," although it might not arise "out of" it, for that depends on the circumstances of the moment. The principle which distinguishes these two opposed classes is well explained in *Davidson & Co.* v. *McRobb* (*ante*, p. 347; 1918, A. C. 304), and it may be summarized thus: the test is whether the man injured was bound as a term of his employment and in his employer's interests, not his own, to sleep on the employer's premises. The fact that the employer provides a cottage or a lodging has nothing to do with the question of his liability; he may do that for the benefit of the workman, not of the business. In the present case the Court of Appeal took the view that the workman, since the hut was provided for his benefit, not the employer's, and he could have lodged elsewhere, could not say that he had suffered the accident while engaged in the course of his employment.

Our third case belongs to quite a different category: it concerns a point of procedure. In *Edge* v. *Green* (1918, L. T. Newsp., 11th May, p. 26; *ante*, p. 602) the applicant met with a statutory accident entitling him to compensation. The respondents continued to employ him at his old rate of wages, and, in order to preserve his right of taking the case before the Court, should circumstances alter, they adopted the usual course of agreeing to pay 1d. a week as compensation with an admission of liability. The usual memorandum of agreement was sent to the registrar of the county court for registration. It was accompanied, as required by the Workmen's Compensation Rules, by a statement of the applicant shewing his average weekly earnings: this statement overestimated these earnings by 5s. 5d. a week. Later on, the applicant claimed compensation on this basis, whereupon the employer applied to the county court judge for a rectification of the memorandum. Now it is clear that there must exist some remedy where a mistake like this has occurred, but the puzzle is to hit upon the correct remedy. At first sight three courses seem possible. The judge might alter the recorded memorandum of agreement, or he might alter the statement on which that was based and record a new memorandum, or he might send back the statement to the applicant with a direction to rectify it. The reasoning in favour of each of these courses raises unprofitable and complicated subtleties of statutory construction. It is enough to mention here the practical point of importance which the Court of Appeal decided, namely, that the first two of these possible methods are *ultra vires* under the rules: the third is the correct course.

Our last case: *Clawley* v. *Carlton Main Colliery Co.* (*ante*, p. 728) is a decision of the House of Lords on the redemption of weekly payments under clause (17) of the first Schedule to the Act. Under this clause a weekly payment which has been continued for not less than six months may be redeemed by payment of a lump sum of an amount, where the incapacity is permanent, based on the weekly payment. This, however, cannot—so it has been decided—be done when the weekly payment does not represent the full compensation payable under the Act, inasmuch as the redemption is to be a final settlement of all liability on the part of the employer.

Books of the Week.

Parliamentary Elections.—The Representation of the People Act, 1918, with Explanatory Notes. By Sir Hugh Fraser, LL.D., a Bencher of the Middle Temple. Sweet & Maxwell, Ltd. 25s. net.

CASES OF LAST SITTINGS.

Court of Appeal.

MINISTER OF MUNITIONS *v.* **CHAMBERLAYNE.** No. 1. 15th July.

DEFENCE OF REALM—COMPULSORY ACQUISITION OF LAND FOR MUNITION FACTORY—BUILDINGS ERECTED BEFORE ACT—PRIVATE PARK—MANSION HOUSE—STREAM OF WATER THROUGH PARK—"NATIONAL IMPORTANCE"—DEFENCE OF REALM (ACQUISITION OF LAND) ACT, 1916 (6 & 7 GEO. 5, C. 63), SS. 3, 13.

At the time of the passing of the Defence of the Realm (Acquisition of Land) Act, 1916, the Ministry of Munitions had taken possession of part of a private park, and erected works thereon in extension of works on adjoining land.

Held, that under section 13 of the Act there was power compulsorily to acquire the park, or any part thereof, including the mansion house, and a stream of water through the park for the supply of the works, it having been found by the Court a matter of national importance that the property should be so acquired.

Appeal by the respondent Chamberlayne from an order of the Railway and Canal Commission of 9th May, 1918, authorizing the acquisition by the Ministry of Munitions of the whole of the land, some seventy-three acres in all, comprised in a notice to treat. The property consisted of a mansion house and park in the neighbourhood of Southampton. Before December, 1916, the Ministry of Munitions had erected a large munition factory on adjoining land, under an agreement with the London and South-Western Railway Company, who were the owners. It was afterwards found necessary to enlarge the factory, and an extension was begun, most of which was built on the park, and a new road was made through the park for access thereto. This work was in progress, but not nearly complete, on 22nd December, 1916, when

the Defence of the Realm (Acquisition of Land) Act, 1916 (6 & 7 Geo. 5, c. 63), became law. At the further extremity of the park, some distance from the factory, there was a millpond affording a good water supply, and a channel was made through the park to convey it to the factory. The mansion house, which was near the factory, was also occupied by the Ministry for the accommodation of members of the staff, and had been altered to suit their requirements. The Minister of Munitions asked the Court for an order enabling him to acquire so much of the park as included the site of the factory, and the factory itself, and a considerable further area, including the mansion house, the new road, and the channel conducting the water. Under the Defence of the Realm (Acquisition of Land) Act, 1916, s. 3 (1), there is power to acquire compulsorily or by agreement on behalf of His Majesty (a) any land in the possession of an occupying department or any interest in such land; (b) any land on, over or under which any buildings have for purposes connected with the war been erected at the expense of the State. By sub-section (2), where any such land has been acquired, any adjoining land or any right of access or other easement required for the proper enjoyment of the land so acquired, may, with the consent of the Commission, also be so acquired. By section 12 (2), for the purposes of the Act and of the Lands Clauses Acts incorporated therewith, land includes any building or part of a building, and any easement of right over or in relation to land. By section 13 (1) nothing in the Act is to authorize the acquisition otherwise than by agreement of any land forming part of any park, garden or pleasure ground, or of the home farm attached to, and usually occupied, with the mansion house, provided (b) that where before the passing of the Act there has been erected on any park . . . any buildings for the manufacture of munitions of war, the Commission may by order authorize the compulsory acquisition of the park . . . or any part thereof, where they are satisfied that it is of national importance that it should be so acquired, so, however, that if the owner so requires, the whole of such property, including the mansion house, if any, shall be acquired. The Commission made the order asked for, and the owner appealed, contending that the Ministry had no authority to take the mansion house, or any more of the park than was actually occupied by the site of the factory, with a convenient curtilage thereto.

THE COURT dismissed the appeal.

SWINFEN EADY, M.R., having stated the facts and read the material sections of the Act, proceeded: In his opinion, where the word "land" was used in section 3 (1) of the Act, it included any building on the land, whether mansion house, or cottages or stables. If that were all, there could be no doubt that there was power to acquire the whole property. But the power to take compulsorily was restricted by section 13. In that section, where reference was made to the acquisition of any "land" which formed part of any park, pleasure garden, &c., the word "land" was, in his lordship's opinion, used in the same sense as it was used in section 3. Then came the proviso on which the contest had really turned, "where before the passing of this Act, &c." In the present case there had been erected on part of the park a munition factory, which had cost upwards of £1,000,000. The bulk of it was built on land belonging to the railway company, but a substantial part of the site was in the park. The Commission had found as a fact that it was a matter of national importance to acquire the property, and they also found that a building had been erected in the park by the Government department concerned at the date of the passing of the Act. The facts requisite to the exercise of the compulsory powers having been so found, the question remained to what extent those powers might be exercised. The conditions had been satisfied by shewing that a building had been erected in the park or on part of it, and the only limit to be placed on the amount of land which ought to be taken was the quantity which the Commission was satisfied was necessary for the purposes of national importance for which it was wanted. There was no ground for saying that the section must be limited to such portion as was in the possession of the department at the date when the Act was passed, together with a reasonable curtilage. For those reasons his lordship was of opinion that the Act gave power to acquire the mansion house as part of the park. Land did not cease to be land because a house was built on it. But it had been argued, why was there a specific reference to the mansion house at the end of the section if "land" included it; but the words "including the mansion house, if any" were inserted *ex abundante cautela* and by way of protection to the owner. In his lordship's opinion the occupying department was entitled to take the whole of the property comprised in the notice to treat. As to the stream through the park, it supplied five-sixths of the total water supply of the factory, amounting to over 500,000 gallons a day. The millpond and the whole course of the stream were in the park, and it was of national importance that the whole of it should be obtained. The appeal would be dismissed, with costs.

WARRINGTON and DUKE, L.JJ., delivered judgment to the same effect.—COUNSEL, *Sir E. Pollock*, K.C., *Courthope-Munroe*, K.C., and *G. J. Salmon; Sir Gordon Hewart*, S.-G., *Honoratus Lloyd*, K.C., and *Branson*. SOLICITORS, *Davenport, Cunliffe & Blake*, for *Gurner & Sons*, Bishop's Waltham, Hants, *The Treasury Solicitor*.

[Reported by H. LANGFORD LEWIS, Barrister-at-Law.]

C. A. STEWART & CO. v. PH. VAN OMMEREN (LONDON) (LIM.) AND WULFSBERG & CO. (Third Parties). 25th and 26th July.

SHIP—CHARTER PARTY—MONTHLY HIRE PAYABLE IN ADVANCE—PROVISION FOR CESSER OF HIRE IN CERTAIN EVENTS—TERMINATION OF HIRING—CONSTRUCTON OF CLAUSE IN CHARTER PARTY.

A charter party contained a clause that the charterers (the plaintiffs) should pay as hire for the steamer £2,275 per calendar month and pro rata *for any fractional part of a month (the days to be taken as fractions of a month of thirty days) until her re-delivery to owners, payments of hire to be in cash monthly in advance. There was also a clause providing that in certain events the hire should cease until the ship should again be in an efficient state to resume her service.*

The charterers paid a month's hire in advance from 7th November to 7th December. During part of that time the vessel was out of service in dry dock, and remained so until after the date for the expiry of the term of hire had been reached, when she was chartered by third parties. The plaintiffs claimed that there was an over-payment of hire and claimed repayment in respect of sixteen days.

Held, that the contract of hire was not at the rate of so much per day, but it was a fixed sum per calendar month, payable in advance, and the defendants were liable to pay back the amount claimed.

Decision of Bailhache, J., *affirmed.*

Appeal by the defendants, Ph. Van Ommeren (London) (Limited), against a judgment of Bailhache, J., in which he decided in favour of the plaintiffs, Messrs. C. A. Stewart & Co., and against the defendants, and for the third parties, Messrs. Wulfsberg & Co., in the defendants' claim to be indemnified. The claim was brought by the plaintiffs for the return of money on the ground that the consideration of the payment had wholly failed. The plaintiffs were sub-charterers. The defendants said that the third parties were liable. A clause in the charter party made between the plaintiffs and the defendants provided "that the said charterers shall pay as hire for the said steamer £2,275 per calendar month, commencing from the time the steamer is placed at the disposal of the charterers, and *pro rata* for any fractional part of a month (the days to be taken as fractions of a month of thirty days), until her re-delivery to owners as herein stipulated; that the payment of hire shall be made in London in cash without discount monthly in advance." The charter party also provided that in certain events the hire should cease until the ship should again be in an efficient state to resume her service. After the vessel had finished discharging she had to go into dry dock, and the hire ceased to run until she came out and she was on hire again, which did not happen until 6th January, 1916. The third parties, who stood in the shoes of the defendants on that date, paid a full month's hire to the owners, and by so doing the plaintiffs were eliminated. They thereupon claimed that they had lost the benefit of sixteen days of the steamer, which they had paid in advance for, and would have had if the steamer had not been chartered to the third parties. Bailhache, J., gave judgment for the plaintiffs for £1,950. The defendants appealed and contended that, on the true construction of the clause above set out, they were entitled to the use of the steamer for sixteen days. The plaintiffs contended that there was overpaid hire, and, the consideration having failed, they were entitled to be repaid the proportion of the money they had paid in advance.

BANKES, L.J., said the Court thought it desirable to give their decision on the point as to the right of the plaintiffs to recover the sum claimed from the defendants before deciding the other point—the liability of the third party. The clause was said to be one frequently to be found in charter parties. The construction contended for by the defendants was that payment was to be made of a fixed sum on a fixed day for each month in advance for the opportunity of using the ship for every day of that month; but upon the terms that, in certain events which were named in the charter, if the charterer was deprived of that opportunity for any of these days the owner was liable to repay the hire paid in respect of those days. On the other hand, the plaintiffs contended that the payment in advance was a payment for the actual use of the ship on any of the thirty or thirty-one days as the case might be, in whatever month those days occurred. The defendants' contention appeared to him to be one that could not be accepted. The contract was one for the letting of the steamer for a period of about six months from the time named. The provision for hire was not at the rate of so much per day, but it was a fixed sum per calendar month. His lordship referred to the case of *Tounelier v. Smith* (2 Com. Cas. 258). There was here an over-payment of hire in respect of November. It was a payment which, under the terms of the charter party, the defendants, for that purpose the owners, were under an obligation to repay the plaintiffs, and the fact that the vessel came on hire again and was available in the month of January did not affect the rights of the parties at all. The appeal on this point fails.

SCRUTTON, L.J., and EVE, J., concurred. [The further question, the liability of the third parties, was then argued and the appeal on that point allowed.] COUNSEL, for the appellants (the defendants), *Inskip*, K.C., and *A. Neilson;* for the respondents (the plaintiffs), *R. A. Wright*, K.C., and *C. T. Le Quesne;* for the third parties, *Leck*, K.C., and *Dunlop*. SOLICITORS, *William A. Crump & Son; Downings; W. & W. Stocken*.

[Reported by ERSKINE REID, Barrister-at-Law.]

High Court—Chancery Division.

WESTON-SUPER-MARE URBAN COUNCIL v. HENRY BUTT & CO. (LIM.). Eve, J. 31st July.

HIGHWAY—EXTRAORDINARY TRAFFIC—REPAIR—RECOVERY OF EXPENSE—HIGHWAYS AND LOCOMOTIVES AMENDMENT ACT, 1878 (41 & 42 VICT. C. 77), S. 23—LOCOMOTIVES ACT, 1898 (61 & 62 VICT. C. 29), S. 12.

The test whether traffic is extraordinary is whether, at the time of its introduction, there was any existing traffic imposing a burden

on the road comparable with it in quantity or frequency. If there was, then the new traffic, although it increased the burden on the road, was only increased ordinary traffic. If there was not, then the new traffic was extraordinary.

Hill *v.* Thomas (1893, 2 *Q. B.* 333) *applied.*

In this action the plaintiffs claimed £1,750, the amount of the extraordinary expenses incurred by them in repairing certain highways by reason of the damage done by the excessive weight passing along the highways and the extraordinary traffic caused by the order of the defendants. They also claimed that the traffic was a nuisance. The defendants were owners of a limestone quarry, and the greater part of Weston was built of stone drawn from this and other quarries. The stone and lime were formerly carried to the town and station in horse-drawn carts and wagons, but in August, 1913, the defendants began to use a steam wagon and trailer, and in January, 1916, a second steam wagon was added. This largely increased the number of tons carried over the roads, and materially increased the cost of repairing the roads.

EVE, J.—The defendants do not dispute that they are the persons by whose order the traffic was conducted, but they deny that it was extraordinary. Among other defences, they raise one which involves the question whether ordinary traffic over a highway becomes extraordinary when the method of transport is so altered as materially to increase the cost of repairing the highway, or, in other words, is the increased cost due to the alteration in the mode of transport recoverable under section 23 of the Highways and Locomotives Amendment Act, 1878, from the persons so using the highways, or does the obligation lie upon the highway authority to render the highway capable of sustaining the new method of transport without excessive wear and tear? The question is not capable of an answer applicable to all circumstances. On the facts of this case two questions arise: (1) Did the defendants impose extraordinary traffic on these roads when they adopted steam traction? and (2), if so, had that traffic ceased to be extraordinary and so far become ordinary traffic in the early part of 1916 as to impose on the plaintiffs the obligation of providing roads adequate to carry it? Although the answer to each question involved a finding of fact, there are authorities binding on me which indicate clearly what those findings ought to be. In *Hill* v. *Thomas* (1893, 2 Q. B. 333) the Court of Appeal said that extraordinary traffic denoted a carriage of articles over a road at either one or more times, which was so exceptional in the quality or quantity of the articles carried, or in the mode or time of user of the road, as substantially to alter or increase the burden imposed by ordinary traffic on the road, and to cause damage and expense thereby beyond what was common. That and other statements to the same effect in the same judgment had been criticised in subsequent cases, and it may be that the definition lacks precision in that it amounts to no more than a statement that extraordinary traffic is traffic that is not ordinary, and stops short of laying down any standard for ascertaining what is ordinary traffic. But an examination of the reasoning on which the whole judgment proceeded leads to the conclusion that in a case like the present, when the frequent passage of concentrated weight is the element relied on as making the traffic extraordinary, the proper test to apply is to ascertain whether, at the time of the introduction of the means of transporting that concentrated weight, there was any existing traffic imposing a burden on the road comparable with it in quantity or frequency. If there was, it might well be that the new departure, although it increased the burden on the road, did not alter it, and was therefore only in the nature of increased ordinary traffic. If, on the other hand, there was not any such pre-existing traffic, then the innovation was not ordinary, but extraordinary traffic on the road. Under that test there could be no doubt that the steam wagon traffic, when first put on these roads, was exceptional and extraordinary, and I think it continued to be so down to the beginning of these proceedings. An elaborate census of the traffic passing along Bristol road during the twenty-three weeks between May and October, 1916, shewed that the carriage of concentrated weight over the road was still exceptional, and virtually confined to the defendants, and in these circumstances it could not have ceased to be extraordinary traffic, and become ordinary traffic between 1913 and 1916. There existed from August, 1913, conditions capable of giving rise to a claim under the statute of 1878. On 19th February, 1917, the plaintiffs' surveyor certified that extraordinary expenses within section 23 had been incurred by reason of damage to the roads, and on 21st February the writ was issued. The object of section 23 was to ensure that a person using a highway for exceptional purposes should pay for any damage caused thereby; but by section 12 of the Locomotives Act, 1898, the liability was qualified by an important limitation, in that the action to enforce the statutory remedy must, with certain exceptions, be begun within twelve months of the time when the damage was done. The true effect of this limitation is that the authority can only recover for so much of the damage as was done within the twelve months preceding the issue of the writ, and if the injury had been going on for a longer period it becomes necessary to ascertain how much of the expense is properly attributable to those twelve months. I think that, as a result of the authorities, it may be accurately said that *primâ facie* the measure of damages is the difference between the sum expended in repairing the particular highway during the year and the average sum expended on it in previous years. But, obviously, that can only be the *primâ facie* method of ascertaining the damages, as there may have co-existed with the extraordinary traffic for which the action was brought traffic and causes contributing to the necessity for increased expenditure; and the Legislature could not be presumed to have intended to impose on the person responsible for the extraordinary traffic any liability for increased expenses due to other causes. [His lordship then considered the plaintiffs' claim for each of the roads, and continued:] The result is that upon this part of the action, that is, on so much of the plaintiffs' claim as is based on the statute of 1878, I give judgment for the plaintiffs for sums amounting to £280. No case of nuisance has been made out, and, therefore, the action fails on that issue. The defendants must pay the costs, except so far as increased by that issue, and the plaintiffs must pay the defendants' costs, so far as they have been increased by that issue.—COUNSEL, *Macmorran*, K.C., and *J. Scholefield; Maugham*, K.C., and *W. A. Jowitt*. SOLICITORS, *Mead, Steele, & Co.*, for *William Smith & Sons*, Weston-super-Mare; *Joynson-Hicks, Hunt, & Co.*

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

(1918), 62 Sol. J. 740.

Re **FLECHER. KING** *v.* **KING.** Astbury, J. 18th July.

WILL—CONSTRUCTION—QUESTION RELATING SOLELY TO DEVISES OF REAL ESTATE—COSTS—R.S.C. ORD. 54A AND 55, R. 3.

A testatrix devised property A to one executor X, and property B to another executor Y, and, owing to her ambiguous language, it was doubtful whether Blackacre was included in property A or in property B, and also doubtful whether any part of property B passed under the specific devise thereof at all. There being no means of issuing the ordinary executor's summons owing to each executor being a specific devisee, executor X took out a summons against executor Y and the residuary devisees to determine the point of construction, and at the hearing the residuary devisees, while approving the summons as the proper method of deciding the matter, disclaimed all interest in the realty, leaving executor X and executor Y to decide about that between them.

Held, that the point of construction had to be decided in limine *before the estate could be administered, and that the costs must come out of the residuary estate.*

The second rule in Re Buckton (1907, 2 *Ch.* 406) *applied.*

This was a question whether the costs of a summons ought to be borne by the residue or by the specific devisees. There was no residuary real estate. The facts were as follows:—By her will in 1906, the testatrix purported to devise one property A to one executor, Charles, and another property B to another executor, Bertie, and the residue between her nephews and nieces. She died in 1916, and her only real estate consisted of these specific devises. The language of her will was so ambiguous that it was doubtful whether property A included Blackacre and whether property B passed at all, and there being no means of issuing an ordinary executor's summons owing to each executor being a specific devisee, Charles issued a summons against Bertie and the residuary legatees to determine these points and also for administration, if necessary. This summons was approved by the residuary devisees and all parties as the proper mode of deciding the question; but at the hearing the residuary legatees disclaimed all interest in the real estate, treating property B as belonging to Bertie and the other question as one between Bertie and Charles, who both filed evidence as to it, but it was compromised. Then the question arose as to how the costs were to be borne. Counsel for the residuary legatees contended that it was adverse litigation concerning the real estate only, and, if fought out, the losing party would have to bear costs. They referred to *Re Buckton* (1907, 2 Ch. 40, rule 3, at p. 415), *Re Halston* (1912, 1 Ch. 435), and also contended that in any event the personalty ought not to bear the costs of administering the real estate, and referred to the Annual Practice, 1918, p. 1212; *Patching* v. *Barnett* (1907, 2 Ch. 154 note), *Re Middleton* (1882, 19 Ch. D. 552), *Re Copland* (1895, W. N. 137), *Re Jones* (1902, 1 Ch. 92). Counsel for the executors contended that this was a point of construction which had to be determined *in limine* before the estate could be administered, and was exactly covered by rule 2 of *Re Buckton*.

ASTBURY, J., after stating the facts, said: In this case it would have been impossible for the executors to have assented to the specific devises before the true construction of the will was ascertained, and as the residuary legatees and devisees approved the summons in that behalf, I shall treat it as an ordinary construction summons of all the parties. Under ord. 54A, r. 1, and ord. 55, r. 3, the question can be determined without administration, and it has been here so determined. In these circumstances the case is exactly covered by the second rule in *Re Buckton* (1907, 2 Ch. 406), which was also a case of pure construction. Whether that rule is absolutely consistent with the practice in administration cases it is unnecessary to discuss. It is exactly in point in the present case, and the Court must follow it. The costs must therefore come out of the residuary estate.—COUNSEL, *Whitmore Richards; The Hon. Frank Russell*, K.C., and *Bertram Grimley; Micklem*, K.C., and *Brabant*. SOLICITORS, *Church, Rendell, Bird, & Co.*, for *E. Westwood & Co.*, Birmingham; *Taylor, Hoare, & Jelf*, for *Harward & Evers*, Stourbridge, and for *Musgrove, Lee, & Co.*, Birmingham.

[Reported by L. M. MAY, Barrister-at-Law.]

Re LYNE'S SETTLEMENT. LYNE v. GIBBS AND OTHERS. Peterson, J. 18th June.

WILL—HOLOGRAPH FRENCH WILL—BRITISH SUBJECT RESIDENT IN FRANCE—FREEHOLD LAND IN ENGLAND—TRUST FOR SALE—INTEREST IN LAND—WILLS ACT, 1861 (24 & 25 VICT. C. 114), S. 1.

A share of the proceeds of sale of freeholds, held upon a trust for sale which has not been executed, is an interest in land, and since under section 1 of the Wills Act, 1837, real estate includes all hereditaments and "any estate, right or interest (other than a chattel interest) therein," such a share is an interest in real estate within that Act, and not an interest in "personal estate" within the meaning of section 1 of the Wills Act, 1861.

The decisions in Freke *v.* Lord Carbery (1873, *L. R.* 16 *Eq.* 461) *and* Briggs *v.* Chamberlain (1853, 11 *Hare*, 69), *that a similar interest was an interest in land within the meaning of the Fines and Recoveries Act and the Mortmain Act respectively, applied.*

This was a summons to determine whether a certain interest was real estate or personal estate. By a marriage settlement dated in 1857 certain property, including a reversionary interest in personalty, was settled upon trust, in the events which happened, after the death of the survivor of the husband and wife for their six children in equal shares, one of whom was Mrs. Gibbs. There was a power in the settlement for the trustees at the request in writing of the husband and wife, or the survivor of them, to invest the trust funds in the purchase of real estate in England or Wales, and the settlement directed that the trustees should, with the consent of the husband and wife or the survivor, and after the death of the survivor at their own discretion, resell such real estate and hold the proceeds upon the same trusts as would then be subsisting in the trust funds if they had not been so invested. In 1892 the reversionary interest fell into possession, and was invested in freehold ground rents. In 1884 Mrs. Gibbs married, and in 1895 made a will in English form appointing her father and the plaintiff executors and trustees, and giving her residuary estate to her two children in equal shares. She subsequently separated from her husband and went to live in France, and died there in 1907. In 1904 she made a holograph unattested will in France, purporting to leave all she possessed, and all that would come to her on the death of her father, to the defendant De la Feste for his life and to will as he pleased. This will was admitted to probate in England under the Wills Act, 1861, but as it operated under that Act only with regard to personalty the will of 1895 was also admitted to probate. In 1917 Mrs. Gibbs's father died, and the trust property still remained invested in the freehold rents. Hence this summons.

PETERSON, J., after stating the facts, said: The question in this case is, what was the personal estate of Mrs. Gibbs which was affected by the French will of 1904. The Wills Act, 1861, Lord Kingsdown's Act, was an Act to amend the law with regard to wills of personal estate made by British subjects, and it did in fact amend the Wills Act, 1837. In order to ascertain the meaning of the words "personal estate" in the later Act, reference should be made to the interpretation of the words "real estate" and "personal estate" in section 1 of the Wills Act, 1837. This is also the view of Buckley, J., in *Re Grassi* (1905, 1 Ch. 584). By section 1 of the Wills Act, 1837, real estate includes all hereditaments and "any estate, right or interest (other than a chattel interest) therein," and it is obvious that what was by the section included in real estate is intended to be excluded from personal estate. The question, then, is whether a share of the proceeds of sale of freeholds, held upon a trust for sale which has not been executed, is an interest in the freeholds. The decisions in *Freke* v. *Lord Carbery* (1873, L. R. 16 Eq. 461) and *Murray* v. *Champernowne* (1901, 2 Ir. Rep. 232)—cases to which Lord Kingsdown's Act did not apply—shew that the proceeds of sale of land devised on trust for sale which has not been sold are governed by the *lex situs*, and they involve the proposition that an interest in the proceeds of sale of land devised on trust for sale which has not been executed is an interest in land. So, too, it has been held that a similar interest is an interest in land within the Fines and Recoveries Act: *Briggs* v. *Chamberlain* (1853, 11 Hare, 69); *Re Jakeman's Trusts* (1883, 23 Ch. D. 344), and *Tuer* v. *Turner* (1855, 20 Beav. 560); and also an interest of land within the Mortmain Act, 9 Geo. 2, c. 36 (see Tudor on Charities and Mortmain, 4th ed., p. 450). In the same way under those Acts a beneficial interest in a mortgage debt secured on land is an interest in land: *Re Watts* (1885, 29 Ch. D. 947); *Miller* v. *Collins* (1896, 1 Ch. 573). In my view an interest in the proceeds of sale of land devised on trust for sale is an interest in land, and, since a chattel interest is the only interest in hereditaments excluded from the definition of real estate in the Wills Act, it is an interest in real estate within that Act. Mrs. Gibbs's interest in the proceeds of sale of the English real estate, which at her death was subject to the trust for sale, is therefore not an interest in personal estate within the meaning of Lord Kingsdown's Act, and is not affected by the French will of 1904, but passes under the will of 1895.—COUNSEL, *Lavington; Tomlin*, K.C.; *J. V. Nesbitt; Owen Thompson; Bate.* SOLICITORS, *Dunn & Wilson; Parkers & Hammond; Dixon & Dixon*, for *Sewell & Maugham*, Paris.

[Reported by L. M. MAY, Barrister-at-Law.]

High Court—King's Bench Division.

GRAYS THURROCK URBAN COUNCIL v. GRAYS CHEMICAL WORKS (LIM.). Sankey, J. 20th June.

LOCAL GOVERNMENT—FIRE BRIGADE—SUMMONING FIRE BRIGADE—PROBABILITY OF FIRE—PREVENTION—CHARGES AND EXPENSES—RATES—TOWN POLICE CLAUSES ACT, 1847 (10 & 11 VICT. C. 89), S. 32—PUBLIC HEALTH ACT, 1875 (38 & 39 VICT. C. 55), S. 251.

In the case of actual fire, or a reasonable fear of fire, a person is entitled to summon the fire brigade of the district, and to claim their services without payment. The local authority is not entitled to charge a person for the services because there was no actual outbreak of fire, and only a danger of fire, as section 32 of the Town Police Clauses Act, 1847, is not restricted to the case of actual fire. But where the services are required by a person without reasonable fear, or if he could have performed the services himself, the local authority may charge him for the services rendered.

Action tried by Sankey, J. Claim for £81 9s. 6d. by the urban council for the services of their fire brigade, and for damage to the men's uniforms, &c., at the defendants' chemical works, Grays, which are within the area of the council. The plaintiffs' claim was founded upon the common law liability of the defendants to pay for services rendered to them at their request by the plaintiffs. The defendants pleaded that as ratepayers they were entitled to the services of the fire brigade without payment, under section 32 of the Town Police Clauses Act, 1847 (incorporated in the Public Health Act by section 171 of the latter Act), and that payment must be made out of the rates. On 5th February, 1918, owing to a heavy fall of snow, the roof of the defendants' nitrating house, a wooden building, collapsed, and broke some carboys of nitric acid. There was great danger of fire from the acid being thus spilt, and there would have been a serious explosion, as there was a large quantity of picric acid on the premises. The defendants' manager sent for the fire brigade, and the firemen came at once, and prevented an outbreak of fire. At the end of the day there was little risk of fire, except during the removal of the debris, but the defendants asked for four men to remain on the premises with fire extinguishing appliances. This was done, and the men remained there till 11th February. Section 32 of the Town Police Clauses Act, 1847: "The Commissioners may purchase or provide such engines for extinguishing fire, and such water buckets, pipes, and other appurtenances for such engines, and such fire escapes and other implements for safety or use in case of fire . . . and may employ a proper number of persons to act as firemen . . . and give such firemen and other persons such salaries and rewards for their exertions in cases of fire as they think fit." Section 33 empowers the Commissioners to send the engines outside the area: "and the owner of the lands or buildings where such fire shall have happened shall in such case defray the actual expense which may be thereby incurred, and shall also pay to the Commissioners a reasonable charge for the use of such engines . . ." Any dispute as to the need for the attendance of the fire brigade or as to the amount shall be determined by two justices, whose decision is to be final. Section 251 of the Public Health Act, 1875: "All offences under this Act, and all penalties, forfeitures, costs and expenses . . . directed to be recovered in a summary manner, or the recovery of which is not otherwise provided for, may be prosecuted and recovered in manner directed by the Summary Jurisdiction Acts, before a court of summary jurisdiction. . . ." Under this section the defendants pleaded that, if they were liable, the amount could only be recovered in a court of summary jurisdiction.

SANKEY, J., said he found as facts that it was reasonable for the defendants to summon the fire brigade, in their own interests and those of the public. After the first day there was no more danger than could have been met by the defendants' own staff and water supply. The plaintiffs claimed they were entitled to charge the whole expenses to the defendants, because their services were not rendered under section 32, which only provided for acting in the case of actual fire, and not in the risk of it. The law was somewhat bare of

authority. *Bridlington Local Board of Health* v. *Bowers* (1873, 38 J. P. 73) decided that the statute imposed no obligation to pay for the use of the fire brigade, except where the engines were sent outside the area. But it was not possible to construe section 32 as meaning that a person in the area was entitled to the use of the fire brigade gratuitously only if the fire had actually broken out. In his opinion, if there was a fire, or a reasonable fear of fire, a person was entitled to summon the fire brigade of the district, and to claim their services without payment. On the other hand, if the brigade were summoned without reasonable fear of fire, or to render services which were unnecessary, or which the person summoning them could perform himself, then the ordinary principles of the common law applied, and he was bound to pay for services rendered to him at his request. On the facts he held that for the first day it was reasonable and proper for the defendants to summon the fire brigade, and they were not bound to pay for that day. As to the remaining days, the defendants had not the same right to the services of the fire brigade, as they could have dealt with the situation themselves. On the point taken by the defendants that the amount claimed could only be sued for before the magistrates, under section 251 of the Public Health Act, he was of opinion that the sums claimed by the plaintiffs were not "costs and expenses under this Act" within the meaning of section 251, and this point failed. There would be judgment for £55.—COUNSEL, *A. E. Woodgate*, for the plaintiffs; *G. A. Scott*, for the defendants. SOLICITORS, *Kingsford, Dorman, & Co*, for *Hatten & Asplin*, Grays Thurrock: *Kirby, Millett, & Ayscough*.

[Reported by G. H. KNOTT, Barrister-at-Law.]

New Orders, &c.

New Statutes.

On the 9th August the Royal Assent was given to the following Acts:—

Consolidated Fund (No. 3) Act, 1918.
Public Works Loans Act, 1918.
Maternity and Child Welfare Act, 1918.
Trading with the Enemy (Amendment) Act, 1918.
Government War Obligations Act, 1918.
British Nationality and Status of Aliens Act, 1918.
Education Act, 1918.
Trade Boards Act, 1918.
Asylums and Certified Institutions (Officers Pensions) Act, 1918.
Public Health (Borrowing Powers) (Ireland) Act, 1918.
Statutory Undertakings (Temporary Increase of Charges) Act, 1918.
Naval Prize Act, 1918.
Corn Production (Amendment) Act, 1918.
Income Tax Act, 1918.

And to a number of Provisional Orders and Local Acts.

Juries Act, 1918.

FORM OF INQUISITION ON AN INQUEST WHICH OR ANY PART OF WHICH IS HELD WITHOUT A JURY.

I, Robert Bannatyne, Lord Finlay, Lord High Chancellor of Great Britain, hereby prescribe, in pursuance of the Juries Act, 1918, that an inquisition on an inquest held wholly or in part without a jury, in lieu of being in the form prescribed at the date of this Order, shall be in such of the forms contained in the Schedule hereto as is applicable to the case or in a form to the like effect.

Dated this 9th day of August, 1918.

(Signed) FINLAY, C.

Schedule.

A.

FORM OF INQUISITION

on an Inquest held wholly without a Jury.

Middlesex to wit.]—AN INQUISITION taken for our Sovereign Lord the King at , in the parish of , in the county [*or as the case may be*] of , on the day of , 19 , [and by adjournment on the day of , *or as the case may require*] by me *A. B.*, one of the coroners for our Lord the King for the said [county, *or, as the case may be*], on view by me of the body of *C. D.* [*or* of a person to me unknown] as to his death; and I, the said *A. B.* do say:—

Here set out the circumstances of the death, as, for example:

(*a*) That the said *C. D.* was found dead on the day of in the year aforesaid at in the county of , [*or set out other place of death*] and

(*b*) That the cause of his death was that he did on the day of fall into a pond of water situate at , by means whereof he died.

Here set out the conclusion of the coroner as to the death, as for example:

[Unsound mind.] And so do further say that the said *C. D.*, not being of sound mind, did kill himself.

Or [for felo-de-se], do further say that the said *C. D* did feloniously kill himself.

Or [by misadventure], do further say that the said *C. D.* by misadventure fell into the said pond and was killed.

At end add:

In witness whereof I, the said *A. B.*, have hereunto subscribed my hand and seal the day and year first above written.

Here set out the particulars required by the Registration Acts:

And I, the said *A. B.*, do further say that the said *C. D.* at the time of his death was a male person of the age of years and a .

B.

FORM OF INQUISITION

on an Inquest, part of which is held without a Jury.

Middlesex to wit.]—AN INQUISITION taken for our Sovereign Lord the King at , in the parish of , in the county [*or as the case may be*] of , on the day of , 19 , [and by the adjournment on the day of , *or as the case may require*] by and before me, *A. B.*, one of the coroners for our Lord the King for the said [county, *or, as the case may be*], without a jury and afterwards (there having appeared to me to be reason for summoning a jury) upon the day of 19 , upon the oath [*or* and affirmation] of [*in the case of murder or manslaughter here insert the names of the jurors*, L. M., N. O., &c., *being*] good and lawful men of the said [county *or, as the case may be*] duly sworn to inquire for our Lord the King, on view [by me—*omit these words where the jurors have viewed the body*] of the body of *C. D.* [*or* of a person [to me] to the jurors unknown] as to his death; and those of the said jurors whose names are hereunto subscribed upon their oaths do say:—

Here set out the circumstances of the death, as, for example:

(*a*) That the said *C. D.* was found dead on the day of in the year aforesaid at in the county of , [*or set out other place of death*] and

(*b*) That the cause of his death was that he was thrown by *E. F.* against the ground, whereby the said *C. D.* had a violent concussion of the brain and instantly died thereof [*or set out other cause of death*].

[Conclusion.] *Here set out the conclusion of the jury as to the death, as, for example:*

[Murder.] And so do further say that the said *E. F.* on the said day of , 191 , in the county of murdered the said *C. D.*

Or [manslaughter], do further say that the said *E. F.* on the said day of , 191 , in the county of , unlawfully killed the said *C. D.*

Or [by misadventure], do further say that the said *E. F.* by misfortune and against his will did kill the said *C. D.*

Or [justifiable homicide], do further say that *E. F.* in the defence of himself [and property] did kill the said *C. D.*

In case of there being an accessory before the fact add:

[Accessory before the fact of murder.] And do further say that *K. L.* on the day of 191 , did counsel, procure, and command the said *E. F.* to commit the said murder.

At end add:

In witness whereof as well I, the said coroner, as the jurors have hereunto subscribed their hands and seals the day and year first above written.

Another example is:

That the said *C. D.* did on the day of fall into a pond of water situate at , by means whereof he died.

Here set out the conclusion of the jury as to the death, as for example:

[Unsound mind.] And so do further say that the said *C. D.*, not being of sound mind, did kill himself.

Or [for felo-de-se], do further say that the said *C. D.* did feloniously kill himself.

Or [by misadventure], do further say that the said *C. D.* by misadventure fell into the said pond and was killed.

Here set out the particulars required by the Registration Acts:

And the jurors aforesaid do further say that the said *C. D.* at the time of his death was a male person of the age of years and a .

War Orders and Proclamations, &c.

The *London Gazette* of 9th August contains the following:—

1. An Order in Council, dated 9th August, making additions to the Statutory List under the Trading with the Enemy (Extension of Powers) Act, 1915, as follows:—

Argentine, Paraguay and Uraguay (1); Brazil (2); Chile (2); Colombia (1); Cuba (2); Denmark (4); Ecuador (2); Guatemala (2); Hayti and Dominican Republics (5); Honduras (1); Mexico (52); Netherlands (10); Netherland East Indies (10); Panama (4); Persia (2); Peru (2); Salvador (1); Spain (17); Sweden (2); Venezuela (1).

The *London Gazette* of 13th August contains the following:—

2. A Notice, dated 9th August, that the Lord Chancellor has, in pursuance of the Juries Act, 1916, prescribed a Form of Inquisition on an Inquest which, or any part of which, is held without a Jury (*vide supra*).

3. A Treasury Order, dated 9th August, fixing a Maximum Price for Silver Bullion sold in the United Kingdom, as follows:—

The maximum price for silver bullion in the United Kingdom shall be 48 13-16d. per standard ounce.

4. A Foreign Office Notice that certain names have been added to the list of persons and bodies of persons to whom articles to be exported to China may be consigned.

5. A further Notice that licences under the Non-Ferrous Metal Industry Act, 1918, have been granted to certain companies, firms and individuals. The present list comprises some eighty names.

6. A Notice that an Order has been made by the Board of Trade under the Trading with the Enemy Amendment Act, 1916, requiring another business to be wound up, bringing the total to 535.

7. The following Notices under the Corn Production Act, 1917:—

Rates of Wages fixed for Male Workmen in Buckinghamshire, to come into force on 19th August, 1918.

Minimum Rates of Wages fixed for Male Workmen in Wiltshire, to come into force on 19th August, 1918.

Minimum Rates of Wages fixed for Male Workmen in Cheshire, to come into force on 19th August, 1918.

Proposal to fix Rates of Wages for Horsemen, Cowmen and Shepherds in Yorkshire.

Proposal to fix Rates of Wages for Teammen, Cowmen and Shepherds in Shropshire.

Proposal to fix Minimum Rates of Wages for Lancashire (except the Furness District).

Proposal to fix Minimum Rates of Wages for Merioneth and Montgomery.

Proposal to fix Rates of Wages for Stockmen, Teammen and Shepherds (confined men) in Lincolnshire.

Proposal to fix Minimum Rates of Wages for Anglesey and Carnarvon.

8. The Local Authorities (Food Control) Order (No. 3), 1918, dated 16th July, made by the Local Government Board, conferring on local authorities and their officers the necessary powers for giving effect to the National Kitchens Order, 1918, as amended by the Food Controller by Order of 16th July.

Order in Council.

THE COURTS (EMERGENCY POWERS) ORDER, 1918.

Whereas it is enacted by sub-section (4), of section two, of the Courts (Emergency Powers) Act, 1914, that His Majesty may by Order in Council provide that that Act shall have effect subject to such limitations as may be contained in the Order:

And whereas it is expedient that the said Act should have effect subject to such limitation as is hereinafter provided:

Now, therefore, His Majesty is pleased, by and with the advice of His Privy Council, to order, and it is hereby ordered, as follows:—

1. The provisions of paragraph (a) of sub-section (1), of section one, of the Courts (Emergency Powers) Act, 1914, shall not apply to any judgment, order, or decree for the payment or recovery of costs only or for the payment or recovery of costs awarded in any proceedings for the recovery of any sum of money to which the said subsection (1) does not apply.

2. This Order may be cited as the Courts (Emergency Powers) Order, 1918.

2nd August.

Admiralty Order.

ADMIRALTY NOTICE TO MARINERS.

No. 949 of the year 1918.

ENGLAND, SOUTH-EAST COAST.

Folkestone Approach—Prohibited Area.

Former Notice.—No. 696 of 1918.

Mariners are hereby warned that, under the Defence of the Realm (Consolidation) Regulations, 1914, the following regulation has been made by the Lords Commissioners of the Admiralty, and is now in force:—

Position.—Copt point, lat. 51° 05′ N., long. 1° 12′ E.

No vessel or boat is permitted to enter or pass through the following area:—

Limits of prohibited area:

(*a*) *On the North-East.*—By a line drawn from the conspicuous house on Abbots cliff to the N.E. Folkestone gate light-buoy.

(*b*) *On the South-East.*—By a line drawn from the N.E. Folkestone gate light-buoy to the North Folkestone gate light-vessel.

(*c*) *On the South-West.*—By a line drawn from the North Folkestone gate light-vessel to No. 2 Martello tower situated in the vicinity of Copt point.

8th August. [*Gazette*, 9th August.

Army Council Orders.

THE CLOTH (OFFICERS' UNIFORMS) ORDER, 1918.

(1) No person shall, without a permit issued by or on behalf of the Director of Wool Textile Production, manufacture any Cloth on or after 19th August, 1918, for the purpose of the production of Officers' Uniforms otherwise than from Wool issued by the War Department for the purpose of the production of such Uniforms as aforesaid.

(2) This Order may be cited as the Cloth (Officers' Uniforms) Order, 1918.

24th July. [*Gazette*, 2nd August.

CONTROL OF MEN OF ALLIED FORCES.

(1) Any members of a military force of an Ally may, if authorized by the proper military authority of that Ally, arrest and hand over to that authority any other member of the naval or military force of such Ally whom he finds committing or has reason to suspect of having committed an offence for which he is amenable to the naval or military courts of the Ally.

(2) Any police constable and any officer or non-commissioned officer or His Majesty's military forces may arrest any member of a naval or military force of an Ally whom he finds committing or has reason to suspect of having committed a civil offence, if the offence is such that if such man had been a member of His Majesty's military forces he could have arrested him.

(3) Any police constable and any officer or non-commissioned officer of His Majesty's military forces may, on the request of the proper naval or military authority of an Ally or any person authorized by him, arrest of any person whom he has reason to believe to be a member of a naval or military force of that Ally, and who is alleged by such authority to be guilty of an offence for which he is amenable to the naval or military courts of that Ally.

(4) Subject to any general or special agreement, any member of a naval or military force of an Ally arrested under this order by a police constable or by an officer or non-commissioned officer of His Majesty's military forces for any offence for which he is amenable to the naval or military courts of that Ally shall, as soon as practicable, be handed over to the proper naval or military authority of that Ally, whether within or without the United Kingdom, to be dealt with according to the law of that Ally applicable to the case, and in the meantime may be kept in civil or military custody.

(5) For the purposes of this Order the expression "Ally" shall include States acting in naval or military co-operation with His Majesty in the present war; and the expressions, "members of a military force of an Ally" and "members of a naval or military force of an Ally" shall include any persons, being subjects or citizens of that Ally, who are subject to the naval, or military, law of that Ally, as the case may be.

26th July. [*Gazette*, 30th July.

THE WOOLLEN AND FELT MACHINERY ORDER, 1918.

(1) No person shall, without a permit issued by or on behalf of the Director of Wool Textile Production, run on or after 1st September, 1918, any Woollen or Felt Scribbling and Carding Machinery

for the production of any material other than material required for the purposes of any direct Government Contract or Order.

(2) This Order may be cited as the Woollen and Felt Machinery Order, 1918.

26th July. [*Gazette*, 2nd August.

PROHIBITION OF THE LIFTING AND USE OF HAY AND STRAW IN ENGLAND AND WALES.

The Army Council hereby give notice that all hay and threshed hay, oat straw and wheat straw, rivet wheat straw, buckwheat straw, barley straw, mustard straw, rye straw, pea straw, bean straw and threshed tares (hereinafter in this Order referred to as hay and straw forage) now standing in bulk in England and Wales or as and when harvested, except such hay or straw of the 1917 or earlier crop as has been released by sale licence, is taken possession of by the Army Council and shall from the date of this Order, or as and when harvested, be held at the disposal of the duly authorized officers of the War Department.

18. So much of the Army Council Order of the 17th July, 1917, prohibiting the lifting of hay and straw in Great Britain and Ireland and the Isle of Man as relates to the lifting of hay and straw in England and Wales is hereby cancelled, but nothing in this Order shall affect the said Order of the 17th July, 1917, in so far as it relates to the lifting of hay, oat and wheat straw in Scotland, Ireland and the Isle of Man.

30th July. [*Gazette*, 2nd August.

[The Order contains numerous provisions, and gives the addresses of the District Purchasing Officers for Supplies, and of the County Distributing (Forage) Committees.]

THE WOOLLEN AND WORSTED (CONSOLIDATION) AMENDMENT No. 2 ORDER, 1918.

Whereas by the Woollen and Worsted (Consolidation) Order, 1917 [*ante*, p. 217], as amended by the Woollen and Worsted (Consolidation) Amendment Order, 1918 [*ante*, p. 554], the Army Council regulated upon certain conditions the production of goods of which Wool or any derivative thereof, or Mohair, Alpaca, Cashmere or Camel Hair is a constitutent part:

And whereas it is expedient that the said Order should be amended:

Now therefore the Army Council, in pursuance of the powers conferred upon them by the Defence of the Realm Regulations, do hereby order as follows:

(1) No person shall at any time subsequent to the tenth day of August, 1918, without a permit issued by or on behalf of the Director of Wool Textile Production, sell or deliver to any Woollen Manufacturer any Woollen Spinner's or Woollen Manufacturer's Thread Waste or Hosiery Waste, or any Woollen Manufacturer's Thrums, Clippings or Cleaning Waste, or Fud Waste, or any Woollen or Worsted Blanket Ends, or any Worsted Spinner's Scotch Laps, Spinning Waste or Brush Waste, or any Worsted Manufacturer's Sweeping Waste, or Fly Waste, or any Wool Comber's Roller Lappings, or any Persian Laps, Spinning Waste or Brush Waste, or any Angola Waste, or any Worsted Spinning or Hosiery Waste containing any Wool, or any Blends or Material wholly or partly composed of any Waste of any of the foregoing descriptions, or at prices other than prices relative to the prices set out in Schedule "C" annexed to the Woollen and Worsted (Consolidation) Order, 1917, or such other prices as in any particular case may be determined by or on behalf of the Director of Wool Textile Production; provided that no provision herein contained as to price shall be deemed to refer to any sale authorized by or on behalf of the Director of Wool Textile Production to be made for Civil purposes.

(7) This Order may be cited as the Woollen and Worsted (Consolidation) Amendment No. 2 Order, 1918.

2nd August. [*Gazette*, 9th August.

PROHIBITION OF THE LIFTING OF HAY AND STRAW IN THE ISLE OF MAN.

1. In pursuance of the powers conferred on them by the Defence of the Realm Regulations, the Army Council hereby give notice that all hay, oat straw and wheat straw, now standing in bulk in the Isle of Man or as and when harvested, is taken possession of by the Army Council, and shall from the date of this Order, or as and when harvested, be held at the disposal of the duly authorized officers of the War Department.

5. The Army Council Order, dated 17th July, 1917, prohibiting the lifting of hay in Great Britain, Ireland and the Isle of Man, is hereby cancelled, in so far as it relates to the Isle of Man.

4th August. [*Gazette*, 9th August.

THE LEATHER (SHIPMENT TO OR FROM IRELAND) AMENDMENT ORDER, 1918.

Whereas by the Leather (Shipment to or from Ireland) Order, 1918 [*ante*, p. 522], the Army Council prohibited the shipment to or from Ireland of certain classes of leather without a permit issued by or on behalf of the Director of Raw Materials.

And whereas it is expedient that the said Order should be amended.

Now, therefore, the Army Council, &c., hereby order that the Leather (Shipment to or from Ireland) Order, 1918, shall be amended as follows:—

In Clause 1 all the words after "dressed or undressed" shall be deleted, and in substitution therefor shall be added the words "or cut soles or boot uppers, provided that nothing herein contained shall be deemed to refer to Boots or Shoes or any other manufactured article consisting wholly or partly of leather."

6th August. [*Gazette*, 13th August.

DRUGS FOR THE TROOPS.

Whereas by an Order dated the 5th day of June, 1918 [*ante*, p. 607], the Army Council under the powers conferred upon them by the Defence of the Realm Regulations prohibited the sale or supply of certain drugs to or for any member of His Majesty's Forces except subject to certain conditions. Now the Army Council in pursuance of the said powers and all other powers them thereunto enabling hereby order as follows:—

There shall be added to the Schedule of the said Order dated the 5th day of June, 1918, the drugs Acetanilidum and Phenacetinum and any salts preparations derivatives or admixtures prepared from or with either of the above mentioned drugs.

8th August. [*Gazette*, 13th August.

War Office Order.

CERTIFICATE OF HOSTILE OCCUPATION IN REGARD TO CERTAIN TERRITORY IN RUSSIA.

I, George Kynaston Cockerill, C.B., a Brigadier-General in His Majesty's Army, being a person authorized by a Secretary of State to give Certificates under paragraph 3 of the Trading with the Enemy (Occupied Territory) Proclamation, 1915, hereby certify that in addition to the territory comprised in the certificate given by me on the 9th May, 1918 [*ante*, p. 554], the following territory in Russia may be regarded as territory in hostile occupation:—Vorenezh, Erivan, Tiflis.

The territory in Russia which may be regarded as in hostile occupation comprises:—Esthonia, Livonia, Courland, Kovno, Vilna, Bialystok, Vitebsk, Poland, Grodno, Pskov, Minsk, Volhynia, Mogilev, Tchernigov, Poltava, Podolia, Kiev, Kharkov, Orel, Kursk, Bessarabia, Kholm, Kherson, Ekaterinoslav, Province of the Don Cossacks, Taurida (including Crimea), Ardahan, Kars, Batum, Kutais, Vorenezh, Erivan, Tiflis.

9th August. [*Gazette*, 13th August.

Board of Trade Order.

THE RAW COTTON (PRICES AND RETURNS) ORDER, 1918.

1. For the purpose of this Order there shall be appointed by or under the authority of the Board of Trade, Official Values Committees.

2. The Official Values Committees shall fix and notify daily or at such other intervals as may be determined by the Board of Trade the official value of such classes of raw cotton as the Board of Trade may require them respectively so to do.

3. The spot prices ruling in the Southern States of America in the case of Amerian Cotton, and in Alexandria in the case of Egyptian Cotton, shall be taken as the basis of official value, and to this shall be added approximate cost of transportation, insurance, placing in warehouse in Liverpool or Manchester, and such profit and other charges, if any, as the Board of Trade may from time to time allow.

4. The official value for other growths of cotton shall be fixed either by reference to the cost in the country of origin with the additions aforesaid, or if the Board of Trade so direct, by reference to the official value of the nearest grade of cotton, either American or Egyptian, for which an official value has been fixed.

5. Where any person desires to buy or sell raw cotton of a grade and growth for which no official value is published on the Liverpool Cotton Exchange, he shall apply to the competent Committee, who shall thereupon fix an official value for that grade and growth.

6. The maximum price at which raw cotton may be bought or sold shall not exceed by more than 5 per cent. the official value last fixed for the cotton.

7. If any seller on application to the Competent Official Values Committee proves to their satisfaction that the cost to him of the cotton he proposes to sell, together with the charges mentioned in paragraph 3 of this Order, exceeds the maximum price hereby authorized, the Committee may authorize such increase in price as they deem reasonable, but save as aforesaid, no person shall buy or sell raw cotton at a price exceeding the maximum price as herein provided.

8. All persons who buy or sell raw cotton of any growth either at spot prices or for forward delivery shall make a return of every such purchase or sale under such conditions and at such time and in such form and giving such particulars as the Official Values Committees may require. The Official Values Committees may issue instructions, which shall be posted in the Liverpool Cotton Exchange, and communicated to the Manchester Cotton Association, and of which notice may be given in any other manner that the said Committee think fit as to the making of such returns and as to the preservation of samples upon which sales are made, and redraws, and may vary such instructions from time to time, and may call for further returns or information and require the production of such samples or redraws, either generally or in any particular case,

and all persons shall obey such instructions. The Manchester Cotton Association shall post such instructions in the Manchester Royal Exchange.

9. *Maximum prices of cotton imported for purposes other than for sale.*]

11. The Official Values Committees may make their own rules of procedure for hearing any application or matter under paragraphs 5, 7, 8, and 13 of this Order, and may charge fees to be approved by the Board of Trade on any hearing other than a hearing under paragraph 13. The Arbitration Act, 1889, shall not apply to proceedings before or hearings by the Committees. No person shall wilfully make any false statement or representation or put forward any false document at the hearing of any such application or matter.

12. The provisions of this Order apply only to dealings in actual raw cotton and not to dealings which are commonly known on the Liverpool Cotton Exchange as dealings in futures.

13. Proceedings for infringements of this Order shall not be taken against any person unless by the direction of the Attorney-General) except by the direction of the Board of Trade upon a report from the Competent Official Values Committee. Before reporting any person to the Board of Trade the said Committee shall hear such person if he so desires. In any proceedings under this Order a certificate of the Competent Official Values Committee, under the hand of the Chairman, as to the grade and growth of any particular cotton referred to in such proceedings, and as to the official value for such cotton, shall be conclusive as to the matters stated in such certificate.

15. The Raw Cotton (Prices) Order, 1917 [61 SOLICITORS' JOURNAL, 782], and the Raw Cotton (Return of Sales) Order, 1918 [*ante*, p. 523], are hereby revoked.

16. This Order may be cited as the Raw Cotton (Prices and Returns) Order, 1918.

July 29th. [*Gazette*, 9th August.

Ministry of Munitions Order.

THE RADIO-ACTIVE SUBSTANCES CONTROL ORDER, 1918.

1. The substances, bodies and ores to which this Order applies are all radio-active substances (including actinium, radium, uranium, thorium and their disintegration products and compounds), luminous bodies in the preparation of which any radio-active substance is used, and ores from which any radio-active substance is obtainable, except uranium nitrate and except radio-active substances at the date of this Order forming an integral part of any instrument, including instruments of precision or for timekeeping.

2. As from the date hereof until further notice no person shall offer to purchase, purchase or take delivery of any substance, body or ore to which this Order applies, except under and in accordance with the terms of a licence issued on behalf of the Minister of Munitions by the Controller of Optical Munitions, or offer to sell, sell, supply or deliver any such substance, body or ore to any person other than the holder of such licence, and in accordance with the terms thereof.

3. *Returns.*]

4. This Order may be cited as the Radio-active Substances Control Order, 1918.

5. All applications in reference to this Order are to be addressed to :—
The Controller of Optical Munitions,
Ministry of Munitions,
117, Piccadilly, W. 1.

13th August. [*Gazette*, 13th August.

Obituary.

Qui ante diem perlit,
Sed miles, sed pro patria.

Captain Alfred J. Barrow.

Captain ALFRED JAMES BARROW, M.C., Lancashire Fusiliers, was the only surviving son of Alderman and Mrs. Alfred Barrow, the Mayor and Mayoress of Barrow-in-Furness. He was educated at Heversham Grammar School and Magdalene College, Cambridge. He was admitted as a solicitor in 1912, and practised at Richmond, Surrey. Early in 1915 he joined the Inns of Court O.T.C., and in June of that year obtained his commission, being posted to the Lancashire Fusiliers. He obtained distinction in musketry, and in 1916 went with his battalion to France. He was wounded in both legs in the Somme battle in May of 1917, and received the M.C. for his gallantry in making and holding a trench when both flanks were in the enemy's hands, and was promoted captain. He returned to the front after his last leave in March of this year, was severely wounded in the thigh in that month, and, being left on the field, was taken prisoner and removed to Cassel, Germany, where he died on 24th June.

The Scottish practice of quoting "upset," or reserve, prices, says the *Times* (10th inst.), under "The Estate Market," is becoming common in offering English estates. The latest example is the forthcoming auction of the Vallence estate, of 450 acres, at Westerham, Kent, by Messrs. Daniel Watney & Sons. The reserves on three lots of the Chithurst estate, Sussex, are stated by Messrs. Alex. H. Turner & Co., among them being £1,300 for an early Tudor manor house and six acres, and £3,000 for a farmhouse and 150 acres.

Legal News.

Appointments.

Mr. N. F. WARREN FISHER, C.B., has been appointed to be chairman of the Board of Inland Revenue on the retirement of Sir Edmund Nott-Bower, K.C.B., and Mr. H. P. HAMILTON, C.B., to be deputy chairman in succession to Mr. Warren Fisher.

Mr. Fisher was appointed deputy chairman of the Board of Inland Revenue in 1914. He was private secretary to Sir Robert Chalmers, 1908-10; a special Commissioner of Income-tax until 1913; and was appointed a Commissioner of Inland Revenue in 1913.

Mr. Hamilton has been private secretary since 1912 to successive Chancellors of the Exchequer in Mr. Lloyd George, Mr. McKenna and Mr. Bonar Law, and everyone, says the *Times* of the 14th inst., under "City Notes," who has been at all in touch with the Treasury has had experience of his admirable work in that capacity, which, during the war, has had very exceptional importance. It is stated, however, that Mr. Hamilton is not relinquishing his work at the Treasury altogether at present.

The Right Hon. Sir GEORGE CAVE, one of his Majesty's Principal Secretaries of State, has been appointed to be an Ecclesiastical Commissioner for England.

General.

The Aliens Advisory Committee, with Mr. Justice Sankey as president, which was appointed to inquire into the question of the internment and exemption from internment of enemy aliens, has recommended the internment of a large number of Germans. These include cases of aliens interned for the first time, as well as cases of aliens previously interned and subsequently released. It has been decided to publish the names of the interned. The first list will contain the names of those interned up to date, and after that a list will be published weekly.

At a recent conference in London of the National Federation of One-Man Business Associations it was stated that the Federation is absolutely opposed to any method of pooling businesses as being destructive to the individuality of the business. It was decided to press for cases to be taken before Advisory Committees before being dealt with by local tribunals. It was also claimed that, unless it could be proved that a business could be carried on while the proprietor was with the forces, the proprietor should be exempted without reference to age or medical category. The Federation also decided to ask that any proprietor who on entering the Army was reduced to Grade 3 should be returned to civil life.

In the House of Commons, on the 8th inst., Mr. Bonar Law, Chancellor of the Exchequer, replying to questions as to whether the Government had now been advised as to the legality of a woman being elected to and sitting in Parliament; and, if such action was not legal, whether he would introduce legislation to make it so, said:—It is the unanimous opinion of the Law Officers for England, Scotland and Ireland that a woman is not entitled to be a candidate for Parliament. As regards the last part of the question the subject has not been considered by the Government. Sir R. Cooper: Do the Government intend after the recess carefully to consider whether this matter should not be brought into conformity with the privilege which the House has recently given to women by according them the vote? Mr. Bonar Law: I have said that the subject has not yet been considered; that does not mean it will not be. Mr. H. Samuel: Will it be considered? Mr. Bonar Law: Yes; certainly, it will be. Sir J. Rees: Will the reasons of the Law Officers be communicated to the House? Mr. Bonar Law: I cannot promise to give the reasons. I have seen their decision, and, as usual, they were wise enough not to give their reasons.

At the instance of the Prime Minister the National Memorial which urged the immediate establishment of a Ministry of Health as an urgent war measure has been laid before the Committee of Home Affairs. The

Home Secretary, in a communication to Sir Kingsley Wood, states that the Committee have recently been considering the details of the scheme, and that the object of the Committee is to provide for the establishment of a Ministry with as complete powers as possible. The President of the Local Government Board, who is a member of the Committee, has also announced that the Committee are about to conclude their deliberations, and that the scheme was practically completed. It is expected that the Bill will be introduced at the beginning of the next Parliamentary Session.

Winding-up Notices.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

London Gazette.—FRIDAY, Aug. 9.

BRITISH STILL TUBE Co, LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before Sept 18, to send in their names and addresses, and full particulars of their debts or claims, to Francis McBain, 85, Northgate, Darlington, liquidator.

GLOBE BACON Co, LTD.—Creditors are required, on or before Sept 20, to send their names and addresses, and the particulars of their debts or claims, to Charles George Morgan, 107, Cannon st, liquidator.

WESTMINSTER GLASS & FURNACE Co, LTD.—Creditors are required, on or before Sept 30, to send their names and addresses, and the particulars of their debts or claims, to Mr. E. H. Hawkins, 4, Charterhouse sq, or to Mr. W. T. Cunningham, 39, Victoria st, liquidators.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

London Gazette.—TUESDAY, Aug 13.

CITY AGENCY & INVESTMENT Co, LTD.—Creditors are required, on or before Sept 25, to send in their names and addresses, and the particulars of their debts or claims, to Mr. J W Clark, 8, Old Jewry, liquidator.

GEORGE BEAMES & MAKIN, LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before Sept. 24, to send their names and addresses, and the particulars of their debts or claims, to John Percy Mountjoy, 27, High st, Cardiff, liquidator.

HELEN PETERS, LTD.—Creditors are required, on or before Sept 3, to send their names and addresses, with particulars of their debts or claims, to R Ewart Crane, 8, Paternoster row, liquidator.

INTERNATIONAL PAINT & COMPOSITIONS Co, LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before Aug 31, to send in their names and addresses, with particulars of their debts or claims, to Francis James Dick, c/o Messrs Criddle & Ord, 2, Collingwood st, Newcastle upon Tyne, liquidator.

Resolutions for Winding-up Voluntarily.

London Gazette.—FRIDAY, Aug. 9.

Perkins Engineers, Ltd.
Crown of India Ship Co, Ltd.
T. Wells & Co, Ltd.
Galgate Co, Ltd.
Morrison Shipping Co, Ltd.
Pearlite Box Co, Ltd.
Pearlite Box & Waxing Machine Co (Foreign) Ltd.

London Gazette.—TUESDAY, Aug. 13.

City Agency & Investment Co, Ltd.
Shellie Steamship Co, Ltd.
Richard-Hornsby & Sons, Ltd.
Woods-Gilbert (British) Rail Grinding & Milling Co, Ltd.
Landauiet Co, Ltd.
Doncaster Temperance Hotel & Cafe Co, Ltd.
F. Wutow, Ltd.
International Paint & Compositions Co, Ltd.
"Lucerna" Steamship Co, Ltd.

Creditors' Notices.

Under Estates in Chancery.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Aug. 9.

KING, WILLIAM HENRY, Chelston, Torquay Sept 15 Jackson and Others v. Attorney-General and Others, Sargant, J. Johnson & Tilly, Lancaster

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Aug 2.

ASHFORD, MAY ANN, Thornhill sq, Barnsbury Sept 2 Cree & Son, 13, Gray's inn sq
ASHWORTH, MARY MATILDA, Avenue rd, Regent's Park Sept 14 H Booth & Sons, Greaves st, Oldham
ASHWORTH, THOMAS, Avenue rd, Regent's Park, Surveyor Sept 14 H Booth & Sons, Oldham
BASTARD, WILLIAM POLLEXFEN, Adelaide, South Australia Jan 31 Baileys, Shaw & Gillett, 5, Berners st
BENNETT, THOMAS, Southport Sept 7 Tatham, Worthington & Co, Manchester
BENSTED, WILLIAM ALFRED, Tenterden, Kent, Farmer Aug 31 Hallett, Creery & Co, Ashford, Kent
BLAKE, WILLIAM, Haven la, Ealing Sept 16 Hulbert, Crowe & Hulbert, 4, Broad Street bldgs, Liverpool st
BURT, Sir JOHN MOWLEM, Swanage Sept 14 Freeman & Cooke, 22, Surrey st, Victoria embkmt
BUTCHERS, SARAH, Robertsbridge, Sussex Aug 22 Buss, Bretherton & Murton-Neale, Tunbridge Wells
BUTLER, THOMAS MAPLESON, Guildford, Surgeon Sept 9 George C Carter & Co, 3, Arundel st, Strand
CHAMBERLAIN, NORMAN GWYNNE, Moseley, Birmingham Sept 14 Ryland, Martineau & Co, Birmingham
CHAMPERNOWNE, Col HENRY, Monachorum, Devon Aug 31 E T Close, Camberley
CHAPMAN, THOMAS JAMES, Devonport, Recorder Sept 6 Albert Gard & Co, Devonport
CHANDLER, CECIL WILLIAM, Clarendon rd, Lewisham Sept 16 Ballantyne, Clifford & Hett, Dock House, Billiter st
CLINCH, THOMAS, Tottenham Sept 4 Bennett & Ferris, 68, Coleman st
COLLINS, CHARLES, Rugby, Painter Aug 28 Wratislaw & Thompson, Rugby
CROCKFORD, WILLIAM, Mitcham Sept 20 Saml Price & Sons, Worcester House, Walbrook
DARWENT, WILLIAM PARKIN, Ecclesfield, Yorks, Foundry Manager Sept 30 Bingley & Dyson, Sheffield
FORSTER, JAMES MOLE, Alnwick, Farmer Aug 14 Wade & Robertson, Alnwick
FOX, ANN, Manchester Sept 5 J W Carey Titterington, Ashton under Lyne
GORDON, JOHN, Ceylon Sept 14 Freeman & Cooke, 22, Surrey st, Victoria Embankment
GREEN, GEORGE WILLIAM, Esher, Surrey, Bootmaker Sept 10 Albert M Worrell, Regency House, 1-2, Warwick st
GRIFFITHS, ADA MIRIAM, Shanklin, I of W Sept 7 Gunner, Wilson & Jerome, Shanklin
GRIFFITHS, ELLEN ROSA, Shanklin, I of W Sept 7 Gunner, Wilson & Jerome Shanklin
HAMILTON CHARLOTTE KIRK, Lammas Park rd, Ealing Sept 9 H P Davies & Son, 222, Strand
HAWES, MARIA ELINOR, Torquay Sept 14 Smythe, Etches & Jackson, Birmingham
HAYWOOD, GEORGE, Averham, nr Newark Sept 1 Chatwin & Co, Nottingham
HIRD, ABRAHAM, Bingley, Yorkshire Aug 21 Herbert J Jeffery, Bradford
HOLMES, HENRY CLARENCE, Tunbridge Wells Aug 31 W H Cahill, 22, Basinghall st
JOHNSON, GEORGE HERBERT, Teignmouth Sept 1 Harold Michelmore & Co, Newton Abbot
JONES, THOMAS HENRY HERSCHEL, Swansea, Metal Merchant Sept 7 Frank Thomas & Andrews, Swansea
LAWRENSON, ELIZABETH, Thornton le Fylde Aug 31 J H Kean, Fleetwood
LAWRENSON, THOMAS, Thornton le Fylde, Farmer Aug 31 J H Kean, Fleetwood
LONG, CATHERINE ELIZABETH, Hove Aug 30 Hore, Pattisson & Bathurst, 48, Lincoln's inn fields
MAYHEW, WILLIAM HENRY, Clarence rd, Clapton Sept 16 Hulbert, Crowe & Hulbert, 4, Broad st bldgs, Liverpool st
MONCKTON, LUCY HARRIET, Brewood, Staffs Aug 31 Fowler, Langley & Wright, Wolverhampton
MORGAN, EDWARD ALLAN, Bickley Sept 15 Drake, Son & Parton, 24, Rood la
MORRISON, JAMES WILLIAM, Teignmouth Aug 30 Harold Michelmore & Co, Newton Abbot
PARKINSON, ALBERT, Riby, Lincs, Farmer Aug 9 H K Bloomer, Gt Grimsby
PAYNE, ELIZABETH HONNOR, Stroud, Gloucestershire Aug 31 Winterbotham & Sons, Stroud
PEARSE, JAMES LANGFORD, Staines Aug 30 Lee & Pembertons, 44, Lincoln's inn fields
RICHARDSON, ESTHER MARIA, Neath Aug 17 R P Morgan & Co, Neath, South Wales
RIGG, GEORGE SOUTHERTON, DSO, Sydney, New South Wales Sept 10 Michael Abrahams, Sons & Co, 5, Tokenhouse yd
ROBERTSON, Capt T A, Balham Aug 31 M E Robertson, 8, Nightingale sq, Balham
RUSSELL, SAMUEL MARCUS, Manitoba, Canada Sept 14 Biddle, Thorne, Welsford & Gait, 22, Aldermanbury
SAMSON, SAMUEL, Sutherland av, Ladies' Costumier Sept 1 Goldberg & Barrett, 2-3 West st, Finsbury cir
SAMUEL, GERALD GEORGE, Aldershot Aug 26 Waltons & Co, 101, Leadenhall st
SHARPE, EMILY ELIZA, Kingston upon Hull Sept 15 Hearfield & Lambert, Hull
SMITH, BENJAMIN FIGGIS, Leigham ct rd, Streatham, Corn Merchant Sept 2 W Hubert Smith & Co, 10, Fenchurch bldgs
STANLEY, WILLIAM, Bradford, Contractor Sept 10 W I Crabtree, Bradford